

IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA

STEVEN CHAMBERS, an individual,
and PAULA CHAMBERS, f/k/a
Paula Lucas, an individual,

Plaintiffs,

v.

TRUMBULL INSURANCE COMPANY,
a subsidiary of THE HARTFORD
INSURANCE CO., a foreign insurance
corporation,

Defendant.

Case No. CJ-14-201

FILED
COMANCHE COUNTY
2014 JUL -1 A 11:27

AMENDED PETITION

COME NOW Plaintiffs, Steven Chambers and Paula Chambers (f/k/a Paula Lucas), and for their cause of action against Defendant, Trumbull Insurance Company ("Trumbull"), a subsidiary of the Hartford Insurance Company ("Hartford") (collectively "Defendants") would respectfully show the Court as follows:

JURIDICTION AND VENUE

1. Plaintiffs are residents of Comanche County, Oklahoma.
2. Trumbull is a subsidiary of Hartford which is a foreign insurance corporation domesticated for business as a foreign corporation in the State of Oklahoma. Trumbull, on behalf of Hartford regularly transacts business in the State of Oklahoma.
3. Jurisdiction and venue are appropriate in this Honorable Court.

CAUSE OF ACTION

BREACH OF CONTRACT AND INSURANCE BAD FAITH

4. Plaintiffs hereby incorporate by reference Paragraphs 1 through 3 above.



5. On March 16, 2012, Plaintiffs were involved in a high impact automobile accident wherein the tortfeasor, one Darin Lively, was uninsured at the time. Both Plaintiffs suffered serious injuries in the accident at the hands of Mr. Lively.

6. At the time of the accident, Plaintiff Steven Lucas has purchased, owned and continued to pay for a policy of insurance issued by Defendant Hartford, which policy included uninsured/underinsured motorist's coverage.

7. Despite Plaintiffs' attempts to arrive at a reasonable settlement of Plaintiffs' uninsured motorist's claims, Hartford, on behalf of Trumbull has presented Plaintiffs with a series of "low ball" offers inconsistent with (i) Defendants' contract of insurance with Plaintiff and (ii) its implied duty of good faith and fair dealing they owe to both Plaintiffs.

8. In view of Defendants' unreasonable settlement practices, Plaintiffs have been forced to file this lawsuit.

9. Defendants' actions as alleged aforesaid constitute both a breach of contract within the meaning of 15 O.S. §1, et seq. and a violation of Defendants' duty of good faith and fair dealing to Plaintiffs. Defendants' practices amount to insurance bad faith within the meaning of Oklahoma law.

10. As a result of Defendants' actions as alleged aforesaid, Plaintiffs have suffered economic and non-economic damages, including, but not limited to, emotional distress, in an amount in excess of \$75,000.00.

11. Defendants' actions were willful, malicious, grossly negligent and/or taken in reckless disregard of Plaintiffs' rights, pursuant to which punitive damages are appropriate and are hereby respectfully demanded, pursuant to 23 O.S. §9.1, et seq.

PRAYER FOR RELIEF

WHEREFORE, all things considered, Plaintiffs pray for a money judgment in connection with their cause of action, punitive damages in amounts to be established at trial pursuant to 23 O.S. §9.1, et seq., lawful interest, costs and attorney's fees to the extent applicable and such other and further relief as these Plaintiffs might show themselves entitled.

Respectfully submitted,



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ATTORNEY'S LIEN CLAIMED
JURY TRIAL DEMANDED